

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

NEW WORLD SYSTEMS CORPORATION,

Plaintiff,

Case No. 06-11603

Honorable Denise Page Hood

vs.

CHAUNCEY JONES and
TYLER TECHNOLOGIES, INC.,

Defendants.

AFFIDAVIT OF CHAUNCEY JONES

Chauncey Jones, being duly sworn, deposes and states as follows:

1. I make this affidavit of my personal knowledge. If called as a witness, I can testify competently to the foregoing in open court.
2. I have returned all New World property in my possession to New World. I have not retained any New World property or information. I do not have the New World sales playbook or price list, having discarded these items.
3. I have not disclosed to Tyler Technologies any New World pricing or customer information, or any other information New World describes as "confidential." The customers and prospective customers whom New World and Tyler solicit for business are public sector agencies and local governments. The identities of the customers and prospective customers and their business needs are public information, usually conveyed in the form of requests for proposals published by public agencies in various forums, including internet bulletin board services such as Demandstar. At the time I joined Tyler, Tyler was already servicing and

were numerous other competitors.

4. My primary responsibility for New World as a new accounts representative was to contact new customers to coordinate requests for proposals and other business proposals. Occasionally, I would call on an existing customer, but simply to make sure the customer was satisfied with the product.

5. I was terminated involuntarily from New World on January 6, 2006. I was told the reason was poor sales and the failure to meet my sales quotas. Thereafter, New World contacted me about the possibility of a new position New World was considering creating, and I interviewed for the new position with New World on January 24. At the end of January or the beginning of February, I was informed that New World would not hire me for the new position.

6. I had retained my New World-assigned property pending the outcome of the interviews for the new position, and pending resolution of my claim for unpaid commissions I was due. On March 22, I overnighted to New World all New World property in my possession. I have no other New World property or information.

7. I have not disclosed or used New World information in connection with my duties for Tyler or otherwise.

8. Tyler informed me at the beginning of my employment that Tyler was not interested in and did not want any information belonging to New World. Consequently, I have not disclosed any New World information to Tyler or to Tyler's customers or prospective customers.

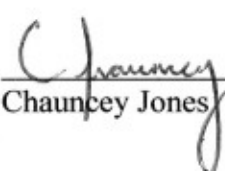
9. The New World price list is of no use to me. The price list is organized by customer category, with different pricing for the applications in each category. There are

approximately 11 categories of customer with prices for approximately 300 to 400 different prices. Even if I could remember these prices, which I cannot, knowing the prices does not provide any competitive advantage, for several reasons. First, the price in a price list is not necessarily the price that will be bid on a particular project. The price bid depends on the combination of applications, the category of customer, whether a vendor offers discounts, etc., which are decisions that were made by others at New World and not by me. Second, customer decisions on whether to contract with a particular vendor are often not made on price, reducing the importance of pricing. Third, once bids are opened, the bids become public records and are subject to state open records law requests, so anyone can learn how a vendor priced a particular bid and use that information in the future.

10. I am not aware of the contents of any bid by New World which is not public record.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 10, 2006.



Chauncey Jones